IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 282 OF 2006
IN
WRIT PETITION NO. 263 OF 2006

M/s.Godrej Soaps Ltd. ... Appellant.
Versus.
V.R.Ajgekar & others. ... Respondents.

Shri Rajesh Gehani for the Appellant.

Shri Shailesh Phatak i/by Shri T.R.Yadav for the Respondents.

CORAM : KSHITIJ R.VYAS, C.J., &
ABHAY S.OKA, J.

DATE : 27th June, 2006.

P.C.:

1. The learned Single Judge by his order dated 6th March 2006 dismissed the petition filed by the present Appellant. The Appellant in the writ petition challenged the order dated 21st September 2005 passed by the Industrial Court, Bombay in Complaint (ULP) No.1385 of 1999 whereby the Industrial Court partly allowed the complaint of the workmen and declared that the Appellants have committed unfair labour practice covered under Items 5 and 9 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1979. The Appellant were directed to pay balance amount of bonus/exgratia payment after deducting the payment already made within a period of one month from the date of the order failing which

interest at the rate of 9% per annum was directed to be paid till the payment.

2. The learned Counsel appearing for the Appellant submitted that the Appellants are employed as watchmen and they work outside the factory premises and therefore, they are not entitled to the bonus and exgratia payment as the memorandum of settlement is not applicable to them as they are not concerned with the manufacturing activities. We have gone through the Memorandum of Settlement. Clause 2 of the Memorandum of Settlement provides that all persons who are on the roll of the company on the date of signing of the agreement, will be entitled to bonus/exgratia amount agreed upon under the said clause. It is an admitted position that the watchmen are also on the roll of the company as on the date of the said agreement. Clause 1 of the agreement recites that the settlement shall be an agreement under section 31-A of the Payment of Bonus Act, 1965 for granting bonus at a quantum which is mutually acceptable to both the parties to the settlement. In view of the above, it is clear that the memorandum of settlement is applicable to the watchmen also.

3. We are not impressed by the submission that the watchman are not concerned with the manufacturing activities, because it is a production linked bonus. In

our view, the watchmen are equally concerned with the manufacturing activities and that the agreement of settlement in temrs applies to them also. No fault can be found with the view expressed by the learned single Judge. There is no substance in the Appeal and the same is dismissed.

CHIEF JUSTICE

ABHAY S.OKA, J.